



# Bonhams

## The Marine Sale

Knightsbridge, London | 30 April 2025











# The Marine Sale

Knightsbridge, London | Wednesday 30 April at 2pm

## BONHAMS

Montpelier Street  
Knightsbridge, London SW7 1HH  
[bonhams.com](http://bonhams.com)

## SALE NUMBER

30891  
Lots 1 - 119

## ILLUSTRATIONS

Front Cover: lot 80  
Inside Front Cover: lot 41  
Inside Back Cover: lot 113  
Back Cover: lot 11

## VIEWING

Sunday 27 April, 11am - 3pm  
Monday 28 April, 9am - 5pm  
Tuesday 29 April, 9am - 5pm  
Wednesday 30 April, 9am - 12pm

## ENQUIRIES

### Pictures

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### Historical Consultant

Michael Naxton, ASFAV

## BIDS

### Bid online/APP

#### New to Bonhams?

**To be able to place bids, you must** have an active **bonhams** account.

### Bid online/VIA OUR APP

Register to bid online by visiting  
[www.bonhams.com/30891](http://www.bonhams.com/30891)



Bid through the app.  
Download now for android  
and iOS.

You will be required to provide a valid credit card in your name which must be verified before you are able to place bids. If you are placing bids on behalf of a company, please ensure you indicate this when registering. We reserve the right to request further information from you (including your government issued ID) where you are the successful bidder, in particular in relation to any lot where the purchase price is over £5000. Please note all successful corporate bidders will be required to provide additional information.

### Bid by telephone/absentee bid

We require a completed Bidder Registration Form returned by email to [bids@bonhams.com](mailto:bids@bonhams.com). The Bidder Registration Form can be found at the back of every catalogue and on our website at [www.bonhams.com](http://www.bonhams.com). If you already have an account with Bonhams, please indicate this on the form.

If you are new to Bonhams, please also send us your government issued ID plus proof of address. Corporate entities must provide a copy of their Certificate of Incorporation, a letter confirming authority to act plus ID of the person acting on behalf of the company, and written confirmation of the company's UBOs owning 25% or more in that company.

Please note we cannot guarantee bids within 24 hours of the sale. Bidding by telephone will only be accepted on a lot with a lower estimate in excess of £1,000.

## Bid in person

You can collect a paddle at our Registration Desk by completing our Bidder Registration Form. If you already have an account, please state your client number if known. If new to Bonhams, you will be required to provide your government issued ID and proof of address. Corporate entities will be required to provide the documentation listed above.

For all other enquiries, contact our Client Services department Monday to Friday 9am – 5.30pm on: +44 (0) 207 447 7447 or [bids@bonhams.com](mailto:bids@bonhams.com)

### Please see back of catalogue for important notice to bidders

To submit a claim for refund of VAT, HMRC require lots to be exported from the UK within strict deadlines. For lots on which Import VAT has been charged (marked in the catalogue with a \* or Ω) lots must be exported within 30 days of Bonhams' receipt of payment and within 3 months of the sale date. For all other lots export must take place within 3 months of the sale date.

Please note that from 19 January 2022, items containing ivory cannot be imported into the EU. The import of ivory into the USA is already prohibited.

## Bonhams 1793 Limited

Registered No. 4326560  
Registered Office: Montpelier Galleries  
Montpelier Street, London SW7 1HH

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# Sale Information

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## BIDS

+44 (0) 20 7447 7447  
To bid via the internet please visit  
[www.bonhams.com](http://www.bonhams.com)

## PAYMENTS

### Buyers

+44 (0) 20 7447 7447

### Sellers

Payment of sale proceeds  
+44 (0) 20 7447 7447

## VALUATIONS, TAXATION & HERITAGE

+44 (0) 20 7468 8340  
[valuations@bonhams.com](mailto:valuations@bonhams.com)

## BUYERS COLLECTION & STORAGE AFTER SALE LOTS MARKED TP

All sold lots marked TP will be removed to Cadogan Tate, 241 Acton Lane, London, NW10 7NP on Thursday 1 May and will be available for collection from 12pm Friday 2 May and then every working day between 9.30am and 4.30pm by appointment only.

Collections: Strictly by appointment only. Please send a booking email to [collections@cadogantate.com](mailto:collections@cadogantate.com) or telephone call to +44 0208-963-4000 to ensure lots are ready at time of collection. Photographic ID will be required at time of collection. If a third party is collecting for you written authorisation is required in advance from you and photographic ID of the third party is requested at the time of collection.

All other sold lots will remain in the collections room at Bonhams Knightsbridge free of charge until 5pm Thursday 15 May. Lots not collected by this time will be returned to the department, storage charges may apply.

Please note that the following Lots are located at Bonhams Oxford (Banbury Road, Shipton-on-Cherwell, Kidlington, Oxford, OX5 1JH): 6, 7, 8, 9, 10. Viewing for these Lots is available by appointment before the 30 April auction date. Buyer Collection from Bonhams Oxford ([oxford@bonhams.com](mailto:oxford@bonhams.com)) by prior appointment following the auction. Lots will be stored free of charge until 5pm Thursday 15 May. Lots not collected by this time will be charged a daily storage charge of £3 per day per lot + VAT.

## SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Arta Shipping on [hello@arta.io](mailto:hello@arta.io)

## STORAGE AND HANDLING CHARGES ON SOLD LOTS TRANSFERRED TO CADOGAN TATE STORAGE

Storage will be free of charge 14 days from and including the sale end date. Charges will apply from 9am Thursday 15 May.

## STORAGE CHARGES

£7.00 per day + VAT Pictures and Small Objects: £3.50 per day + VAT (Please note that charges apply every day including weekend & public holidays)

## HANDLING

£46.00 +VAT per lot for Large Pictures & Large Objects. £23.00 +VAT per lot for Pictures & Small Objects Items not collected by 30 days after transfer to Cadogan Tate, a charge of £158.00 for Furniture and Large Objects, £79.00 Pictures & Same Objects will be applied.

## LOSS AND DAMAGE

Extended Liability cover for the value of the Hammer Price will be charged at 0.6% but will not exceed the total value of all other transfer and storage charges. (Please note: Charges apply every day including weekends and Public Holidays)

## VAT

The following symbols are used to denote that VAT is due on the hammer price and buyer's premium.

† VAT 20% on hammer price and buyer's premium

\* VAT on imported items at a preferential rate of 5% on hammer price and the prevailing rate on buyer's premium

Y These lots are subject to CITES regulations, please read the information in the back of the catalogue.

## Payment in Advance

(Telephone to ascertain amount due) by: credit or debit card

Payment at time of collection by: Credit or debit card.

## POST BREXIT NOTICE FOR EU BUYERS SHIPPING PURCHASED LOTS OUTSIDE THE UK

Please note that as of 1 January 2021 for Margin Scheme and Imported Lots VAT on the Buyer's Premium will be refunded by Bonhams on valid proof of export of your Lot from the UK within 90 days of full payment of your invoice.

## What else has changed since 1 January 2021 for EU Buyers?

If you buy a Lot in this sale and intend to ship the Lot outside the UK, you will need to pay local Import Tax when you bring your Lot into the country of destination.

## What do the Star (\*) and Omega (Ω) symbols mean ?

If you buy in this sale you will pay import VAT of 5% (\* symbol) or 20% (Ω symbol) on the Hammer Price. As of 1 January 2021, for EU buyers shipping purchased Lots outside the UK, this tax will be refunded by Bonhams on valid proof of export of your Lot from the UK within 30 day

## EXPORT LICENCES

Most manuscripts over fifty years old, and certain other lots, will require export licences in order to leave the UK or Europe. We can apply for these on your behalf. Please contact the Book Department if you would like further guidance.

For all other enquiries, contact our Client Services department on: +44 (0) 207 447 7447 or [bids@bonhams.com](mailto:bids@bonhams.com)

**Please see back of catalogue for important notice to bidders**





1



2

1

**A SHELL-WORK SAILOR'S VALENTINE, BARBADOS, CIRCA 1870,**

the two hinged octagonal and glazed cases mounted with coloured shells and lettered in shells FORGET ME NOT, when closed 23 x 23 x 7cm (9 x 9 x 2 3/4in)

£500 - 700

€590 - 820

US\$650 - 910

To be sold without reserve

2 Y Φ

**A J KING EBONY OCTANT, ENGLISH, CIRCA 1837, STAMPED J KING BRISTOL,**

the ebony octant with ivory scale, vernier and maker's plaque, fore and back sights and one set of coloured filters, in stepped painted pine case with owner's name carved on the lid ED RENOUF 1837, octant 28cm (11in) case 10 by 34 by 38cm (4 by 13 1/2 by 15in)

£200 - 300

€240 - 350

US\$260 - 390

Edward Renouf was a Jersey-born captain of the brig *Patruus*.

Ivory license no. 5DS6WE7W.



3



4



5



6

**3**  
**A SHIP'S BELL FROM H.M.S NORMAN, ENGLISH, CIRCA 1916,**  
cast brass with lettering inlaid with red enamel, original clapper and ropework handle, 25.5 x 23cm (10 x 9in)

£800 - 1,200  
€940 - 1,400  
US\$1,000 - 1,600

HMS *Norman* was an Admiral M-class destroyer that served in the Royal Navy during the First World War. She was laid down by Palmers at Hebburn and launched on 20th March 1916 and completed during the same year. The vessel was deployed as part of the Grand Fleet joining the Fourteenth Destroyer based at Scarpa Flow.

**4**  
**A U-BOAT BULKHEAD CLOCK, GERMAN, CIRCA 1940,**  
the silvered dial with back hands and Arabic numerals, single key arbour, hinged door at the front, in brass bulkhead case. 20cm (8in) diameter.

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,300 - 2,000

**5**  
**A BRASS SIGNAL TAMPION FROM THE ROYAL YACHT VICTORIA & ALBERT, ENGLISH, LATE 19TH CENTURY,**  
the V & A monogram cast within ropework border, in circular wood wall frame tampion 19cm (7 1/2in) diameter

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,300 - 2,000

#### Provenance

Admiral Sir Guy Grantham, GCB, OBE, DSO who was a sub lieutenant on the Royal Yacht *Victoria and Albert* and thence by descent to the current owner.

Sold with this lot is a copy of Admiral Sir Guy Grantham's obituary in the Times dated 12th September 1992.





7



8

6 Ω W

**AN EARLY 19TH CENTURY BLUE UPHOLSTERED LIBRARY DESK CHAIR,** painted sabre legs terminating in brass caps and wood castors, upholstered in blue velvet with two later cushions 87 x 66 x 56cm (34 x 26 x 22 in)

£500 - 800  
€590 - 940  
US\$650 - 1,000

#### Provenance

John Jervis, Admiral of the Fleet and 1st Earl of St Vincent (1734-1823) and by descent through the family to the present owners. For full provenance listing see footnote to lot 56.

7 W

**A 1:100 SCALE MODEL OF THE BULK CARRIER KOREA,**

*probably made by Norman Hill, the deck with two large container cranes, raised living quarters and bridge, maroon and black hull with single brass screw, raised on two brass columns above baseboard, in glazed display case with plaque lettered "Korea" builders Hyundai Heavy Industries Ulsan, Korea Length 163.97m Breadth 22.86m Draught 8.5m Scale 1/100 64 x 185 x 35 cm (25 x 73 x 14in)*

£2,000 - 3,000  
€2,400 - 3,500  
US\$2,600 - 3,900

Viewing available at Bonhams Oxford by appointment

8 W

**A 1:100 SCALE MODEL OF THE CARGO SHIP CHANGSHA,**

*built by Norman Hill, the well detailed model with deck fittings including hand rails and stanchions, six life boats on davits, winches, cranes, navigation lamps, open bridge with binnacle compass, in glazed brass display case with plaque lettered "Changsha" built by Scotts Shipbuilding & Engineering Co Greenock for China Navigation Company Ltd London Length 440@-0" Breadth 57'-2" Draught 23'-6" Scale 1:100 49 x 150 x 34 cm (19 1/2 x 59 x 13 1/2in)*

£2,000 - 3,000  
€2,400 - 3,500  
US\$2,600 - 3,900

Viewing available at Bonhams Oxford by appointment



9



10

9 W

**A 1:200 SCALE MODEL OF THE CUNARD OCEAN LINER  
QUEEN MARY,**

*built by Norman Hill, the well detailed model with veneered oak decking and silver wire rigging, the black and maroon painted hull with brass screws and portholes, raised on four brass columns above mahogany base board with plaque lettered Queen Mary built by John Brown & Co. Clydebank for Cunard - White Star Line launched 26 September 1934 scale 1/200, in glazed brass display case 53 x 177 x 29cm (21 x 69 1/2 x 11 1/2in)*

**£3,000 - 5,000**

**€3,500 - 5,900**

**US\$3,900 - 6,500**

*Queen Mary* sailed on her maiden voyage on 27 May 1936 and won the Blue Riband that August; she lost the title to *SS Normandie* in 1937 and recaptured it in 1938, holding it until 1952, when the new *SS United States* claimed it. With the outbreak of World War II, she was converted into a troopship and ferried Allied soldiers during the conflict. On one voyage in 1943, she carried over 16,600 people, still the record for the most people on one vessel at the same time.

Following the war, *Queen Mary* returned to passenger service and, along with *Queen Elizabeth*, commenced the two-ship transatlantic passenger service for which the two ships were initially built. The pair dominated the transatlantic passenger transportation market until the dawn of the jet age in the late 1950s.

By the mid-1960s, *Queen Mary* was ageing and operating at a loss. After several years of decreased profits, Cunard officially retired the *Queen Mary* from service in 1967. Bought by the City of Long Beach to function as a restaurant, museum, and hotel, she left Southampton for the last time on 31 October 1967 and sailed to the Port of Long Beach where she was permanently moored. After undergoing extensive refurbishment and modifications, *Queen Mary* opened to the public in 1971 and has remained operational since.

**Viewing available at Bonhams Oxford by appointment**

10 W

**A 1:100 SCALE SHIPBUILDER'S MODEL OF THE CARGO SHIP  
WAVECREST FRENCH, CIRCA 1956,**

*model by Jacques Robinet, built by Forges & Chantiers de la Mediterranee a la Seyne for Newcreast Shipping Co Ltd Nassau N.P. length 474 feet width 61 feet 6656 gross tons, the well detailed model with hull painted maroon, bottle green and black and with single brass screw, gilt brass fittings throughout, deck details including hold covers and derricks, winches, ventilators, open raised bridge with binnacle compass, swimming pool and deck chairs, in glazed mahogany case with three maker's plaques mounted on the baseboard 54 x 162 x 36cm (21 x 64 x 14in)*

**£3,000 - 4,000**

**€3,500 - 4,700**

**US\$3,900 - 5,200**

**Viewing available at Bonhams Oxford by appointment**





11

**A FINE PRISONER-OF-WAR BONE MODEL OF A FIRST CLASS  
SHIP-OF-THE-LINE, ENGLISH, CIRCA 1800,**

the pinned and planked hull with horn strakes, four gun decks, galleries stern, three masts with standing and running rigging, and polychromed warrior figurehead, deck details include deckhouse, gratings, hammock netting, water barrels, capstan, bell canopy and belaying rails, 9 1/2 x 12 1/2 x 4in, on mahogany base under glass dome 32 x 41 x 16.5cm (12 1/2 x 16 x 6 1/2in)

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000



12



13

12

**FREDERICK [FRANK] WILLIAM SCARBROUGH  
(BRITISH, 1863-1945)**

Thames scene with Tower Bridge  
signed 'F.W. SCARBROUGH' (lower right)  
watercolour heightened with bodycolour  
24.4 x 34.3cm (9 5/8 x 13 1/2in).

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,300 - 2,000

13

**FREDERICK [FRANK] WILLIAM SCARBROUGH  
(BRITISH, 1863-1945)**

Thames scene with London Bridge  
signed 'F.W. SCARBROUGH' (lower right)  
watercolour heightened with bodycolour  
24.2 x 34.3cm (9 1/2 x 13 1/2in).

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,300 - 2,000





14

**FREDERICK [FRANK] WILLIAM SCARBROUGH  
(BRITISH, 1863-1945)**

The Thames at Greenwich; Limehouse Reach, a pair  
both signed 'F.W.SCARBROUGH' (lower right)

watercolour heightened with bodycolour  
each 23.8 x 33.9cm (9 3/8 x 13 3/8in).

(2)

£2,000 - 3,000

€2,400 - 3,500

US\$2,600 - 3,900



15

**FREDERICK [FRANK] WILLIAM SCARBROUGH  
(BRITISH, 1863-1945)**

'The Lower Pool, London'; 'The Upper Pool, London', a pair  
both signed 'F.W SCARBROUGH.' (lower right)

watercolour heightened with white

each 32.7 x 23.5cm (12 7/8 x 9 1/4in).

(2)

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,600





16



17

16 \*

**CHARLES EDWARD DIXON (BRITISH, 1872-1934)**

'Greenwich Reach'

signed, inscribed and dated 'Greenwich Reach/Charles Dixon/07' (lower left)

watercolour heightened with bodycolour

16.8 x 28cm (6 5/8 x 11in).

£600 - 800

€710 - 940

US\$780 - 1,000

#### Provenance

With David James, London, stock no. 300686.

Private collection, Canada.

17

**WILLIAM LIONEL WYLLIE, RA (BRITISH, 1851-1931)**

Loading a steamship

signed and dated 'W L Wyllie/1883' (lower right)

watercolour

27.3 x 44.8cm (10 3/4 x 17 5/8in).

£700 - 900

€820 - 1,100

US\$910 - 1,200



18



19

18

**CHARLES JOHN DE LACY (BRITISH, 1856-1936)**

A view of the Thames from London Bridge with the Tower of London in the distance

signed and indistinctly inscribed 'C.J. De Lacy/TOWER of LONDON from LONDON...' (lower left)

oil on canvas

59 x 94.6cm (23 1/4 x 37 1/4in).

£2,000 - 3,000

€2,400 - 3,500

US\$2,600 - 3,900

**Provenance**

Anon. sale, Christie's, London, 26 November 1999, lot 126 (as a pair).  
Private collection, UK.

19

**CHARLES JOHN DE LACY (BRITISH, 1856-1936)**

A view of the Thames near Greenwich

signed 'C.J. De Lacy' (lower left)

oil on canvas

56.2 x 91.7cm (22 1/8 x 36 1/8in).

£2,000 - 3,000

€2,400 - 3,500

US\$2,600 - 3,900

**Provenance**

Anon. sale, Christie's, London, 26 November 1999, lot 126 (as a pair).  
Private collection, UK.



20

**WILLIAM LIONEL WYLLIE, RA (BRITISH, 1851-1931)**

King Coal, Rochester

signed 'W.L.Wyllie' (lower left)

oil on canvas

37.8 x 56.9cm (14 7/8 x 22 3/8in).

**£8,000 - 12,000**

**€9,400 - 14,000**

**US\$10,000 - 16,000**

**Provenance**

With Messums Fine Art, London, no. ST0177.

Private collection, UK (purchased from the above in 2014).

**Exhibited**

London, Royal Academy, 1887, no. 1046.

London, Royal Academy, *Winter Exhibition*, 1909.

London, Messums Fine Art, *Traditional British- Spring*, 2014.





21

**WILLIAM LIONEL WYLLIE, RA (BRITISH, 1851-1931)**

Coal barges on the Medway heading for Chatham Naval Dockyard

signed 'W L Wyllie' (lower left)

oil on canvas

25.7 x 46.3cm (10 1/8 x 18 1/4in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500



22



23

22

**CHARLES WILLIAM WYLLIE, RBA (BRITISH, 1859-1923)**

Shipping at dawn, Woolwich  
signed 'Charlie W. Wyllie' (lower left)

oil on canvas

46 x 81.9cm (18 1/8 x 32 1/4in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

#### Provenance

With the Royal Exchange Gallery, London.  
Private collection UK.

23

**WILLIAM LIONEL WYLLIE, RA (BRITISH, 1851-1931)**

Barges on an estuary  
signed 'W.L. Wyllie' (lower left)

oil on panel

29.9 x 45.7cm (11 3/4 x 18in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800



24

**EDWARD DUNCAN, R.W.S. (BRITISH, 1803-1882)**

Fishing boats on the Thames

signed and dated twice 'Edw Duncan/1875' (on stern of boat) and

'EDuncan/1875' (lower left)

oil on canvas

61 x 91.5cm (24 x 36in).

£2,000 - 3,000

€2,400 - 3,500

US\$2,600 - 3,900





25



26

25

**ARTHUR JOSEPH MEADOWS (BRITISH, 1843-1907)**

'Greenwich Reach'

signed and dated 'Arthur J Meadows/1886' (lower right), also signed, titled and dated "'Greenwich Reach"/ArthurJ.Meadows/1886.' (verso)

oil on canvas

25.5 x 35.5cm (10 x 14in).

£600 - 800

€710 - 940

US\$780 - 1,000

26

**WILLIAM ANSLOW THORNBERRY (BRITISH, 1847-1907) ALIAS 'THORNLEY'**

'A Fresh Breeze on the Medway'

signed 'THORNLEY' (lower right) and inscribed as titled (along top stretcher)

oil on canvas

40.6 x 61cm (16 x 24in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000



27



28

27

**CHINESE SCHOOL, 19TH CENTURY**

A British three masted ship thought to be off Hong Kong  
oil on canvas  
52 x 65.4cm (20 1/2 x 25 3/4in).

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,300 - 2,000

28

**I. TUDGAY (BRITISH, 19TH CENTURY)**

A three masted barque in two positions, believed to be off Cherbourg  
indistinctly signed and dated '18[42?]/I. TUDGAY' (lower right)  
oil on canvas  
61 x 91.5cm (24 x 36in).

£1,200 - 1,800  
€1,400 - 2,100  
US\$1,600 - 2,300

**Provenance**

With The Parker Gallery, London.



29

**ÉDOUARD ADAM (FRENCH, 1847-1929)**

*Ifafa* leaving Le Havre

signed, inscribed and dated 'Ed. Adam 1881/Havre' (lower right)

oil on canvas

61.2 x 91.4cm (24 1/8 x 36in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000





30



31

30

**JOSEPH HONORE MAXIME PELLEGRIN (FRENCH, 1793-1869)**

'Schooner Calpe of Stockton Cptn John Flinton Entering the Port of Marseilles April 3rd 1847'

signed and dated 'Hre Pellegrin Maxime 1847' (lower right) and inscribed as titled (along lower margin)

watercolour and ink heightened with white  
42.9 x 55.9cm (16 7/8 x 22in).

£700 - 1,000

€820 - 1,200

US\$910 - 1,300

31 AR

**FRANK HENRY MASON (BRITISH, 1875-1965)**

Shipping off Dover

signed 'Frank H Mason' (lower right)

watercolour heightened with bodycolour  
40.4 x 58.8cm (15 7/8 x 23 1/8in).

£600 - 800

€710 - 940

US\$780 - 1,000



32 †

**CHARLES EDWARD DIXON (BRITISH, 1872-1934)**

'The Opening of the Engagement with the Spanish Armada'  
signed and dated 'Charles Dixon/06' (lower left), inscribed with title,  
artist's name and address (on exhibition label attached to backing  
board)

gouache

122.2 x 183.2cm (48 1/8 x 72 1/8in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500



33

**JOHN CHRISTIAN SCHETKY (BRITISH, 1778-1874)**

The Battle of the Saintes, 12th April 1782  
signed, inscribed and indistinctly dated ' J.C. Schetky- Marine Painter  
in Ordinary to Her Majesty- 1850' (lower left)  
watercolour heightened with bodycolour  
47 x 64.5cm (18 1/2 x 25 3/8in).

£2,000 - 3,000

€2,400 - 3,500

US\$2,600 - 3,900

**Exhibited**

Royal Academy, London, *Winter Exhibition*, 1901.

Lord Rodney's glorious victory over the French fleet off Guadeloupe on 12th April 1782 is known to history as the Battle of the Saintes. Towards the end of the American War of Independence, by which time both France and Spain had allied themselves to the colonists' cause in the hope of gaining territory at England's expense, the French campaign in the Caribbean had already been disturbingly successful.

When, in the spring of 1782, the French made ready to mount an offensive against Jamaica, Admiral Lord Rodney realised that a full-scale fleet action was his only means of stopping them. The French fleet, under the Comte de Grasse, weighed from Fort Royal, Martinique, on 8th April; Rodney intercepted it and a partial engagement took place the following day. Outwardly De Grasse had the advantage but soon lost it and the battle developed into a running fight which lasted three days. On the morning of 12th April, Rodney brought the French to action off Les Saintes, a group of small islands in the channel between Guadeloupe and Dominica. Initially adopting the traditional strategy, Rodney then bewildered the French by piercing their line of battle in two places and threw them into utter confusion. Before long their flagship, the 104-gun *Ville de Paris*, was surrounded and forced to strike her colours, and even though a number of ships managed to escape, it was nevertheless a decisive defeat for the French which saved the valuable island of Jamaica from invasion.





34



35

34 \*

**WILLIAM ANDERSON (BRITISH, ACTIVE 1880-1889)**

Shipping in an estuary  
signed and dated 'W.Anderson.1793' (lower right)  
watercolour  
19.7 x 29.6cm (7 3/4 x 11 5/8in).

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,600

**Provenance**

With Thomas Agnews & Sons. Ltd., London, no. 36737.  
With the Polak Galleries, London, Ref no. 860/1.  
Private collection, Canada.

35

**NICHOLAS MATTHEW CONDY (BRITISH, 1818-1851)**

The famous *San Josef* laid up in reserve at Plymouth, with other laid up vessels anchored nearby  
watercolour heightened with white  
10.5 x 14.9cm (4 1/8 x 5 7/8in).

£600 - 800

€710 - 940

US\$780 - 1,000

**Provenance**

With Frost and Reed Ltd., London, no. D2676.

The *San Josef* was a Spanish-built 1st rate captured by Nelson in a celebrated exploit during the battle of Cape St. Vincent on 14th February 1797. In fact, it was Nelson's daring bravery on this occasion which first brought his name to public attention and began his meteoric rise to fame. *San Josef* remained active throughout the rest of the Napoleonic Wars but was laid up after 1815 and finally broken up in 1849.



36

**CIRCLE OF THOMAS BUTTERSWORTH (BRITISH, 1768-1828)**

Ships of the fleet gathering off the South Coast

oil on canvas

30.5 x 40.9cm (12 x 16 1/8in).

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,600

**Provenance**

Anon. sale, Bonhams, 11 September 2007, lot 57.

Private collection, UK, and thence by descent to the current owner.

37

**THOMAS BUTTERSWORTH  
(BRITISH, 1768-1828)**

The frigate *Flora*

signed and dated 'T. Buttersworth 1801'

(lower left)

oil on canvas

107 x 135.9cm (42 1/8 x 53 1/2in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800



37

38

**THOMAS BUTTERSWORTH  
(BRITISH, 1768-1828)**

A Spanish pirate ship, off Gibraltar

indistinctly signed 'T Buttersworth Sen' (lower

left) and indistinctly inscribed 'Spanish Ship off

Cape Ma?, Gibraltar in the distance' (on top

stretcher)

oil on canvas

30.5 x 40.6cm (12 x 16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

**Provenance**

Anon. sale, Christie's, London, 22 November  
1991, lot 35.

Private collection, UK. Thence by descent to  
the current owner.



38





39



39



40

39

**CIRCLE OF ROBERT DODD (BRITISH, 1748-1816)**

HMS *Shannon* and the USS *Chesapeake* in action on 1st June 1813,

a pair

oil on canvas

each approximately 53.6 x 76.5cm (21 1/8 x 30 1/8in).

(2)

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

**Provenance**

Anon. sale, Christies, London, 22 June 1962, lot 140 (sold as 'Whitcombe').

The Anglo-American 'War of 1812' witnessed four celebrated so-called 'frigate actions' involving roughly equally matched vessels on both sides. Only one of these actions resulted in a British victory and it seems most likely that the pair offered here depict the opening manoeuvres of the encounter between the 38-gun English frigate *Shannon* and the slightly larger American frigate *Chesapeake*. After a short but spirited fight, *Shannon's* crew boarded the American vessel and captured her earning *Shannon's* Captain Broke a knighthood and enduring fame.

40

**ATTRIBUTED TO PETER MONAMY (LONDON 1681-1749)**

The morning gun

oil on canvas

38.8 x 50.5cm (15 1/4 x 19 7/8in).

£2,000 - 3,000

€2,400 - 3,500

US\$2,600 - 3,900

41

**ROBERT DODD (BRITISH, 1748-1816)**

A squadron of the Red at Spithead, waiting for a breeze

oil on canvas

76.2 x 133.4cm (30 x 52 1/2in).

**£20,000 - 30,000**

**€24,000 - 35,000**

**US\$26,000 - 39,000**

**Provenance**

Private collection, UK.

Anon. sale, Christie's, London, 22 June 1973, lot 29.

With Richard Green, London, 1973.

Private collection, UK, 1974.

Purchased from the above by the present owner in 2008.

Robert Dodd was one of the principal recorders of naval actions in the American War of Independence and the French Revolutionary Wars. He engraved over a hundred of his paintings in aquatint, bringing his work to a wide audience. Dodd combined meticulous attention to the details of shipping with an ability to capture atmosphere, either in the heat of battle or, as here, in a beautiful calm scene.

Dodd depicts a squadron of the Red at Spithead, the most important naval anchorage in Britain, where Nelson's fleet was to set off for his last journey in 1803. In the right distance are the fortifications of Portsmouth. Dodd's bright, clear palette gives great depth and airiness to the painting. The sunlit Solent is glassy and the squadron lies at anchor, waiting for a breeze. Clouds spiral into the sky and silver-grey distances evoke the moisture-laden atmosphere.

At foreground left a seventy-four gun, third-rate man of war, wearing the broad pendant of a Vice-Admiral of the Red at the fore, is saluting. The decks are crowded with sailors and marines, depicted by Dodd with fluent little flicks of the brush. In the centre middleground are two graceful men of war seen starboard broadside on and, to the right, a first-rate, three-decker wearing a flag at the main. In the right foreground, the sails of a naval cutter make an elegant repoussoir against the pink-tinged sky; her long commissioning pendant wafts in the light air. The power and confidence of the British Navy pervades the scene and would have gladdened the hearts of viewers in those decades of war against the French.

The information on the ships was kindly provided by John Munday, former curator at the National Maritime Museum, Greenwich.







42

42

# **ENGLISH SCHOOL, 19TH CENTURY**

Nailing your colours to the mast  
indistinctly signed and dated 'H. BELL  
189?' (lower left), indistinctly inscribed 'Jack  
Crawford ?? Camperdown' (verso)  
oil on canvas  
45.4 x 54cm (17 7/8 x 21 1/4 in).

**£600 - 800**

**€710 - 940**

**US\$780 - 1,000**

The present work depicts a pivotal moment during the Battle of Camperdown, which took place on the 11th October 1797. During the height of the battle between the English and Dutch, the mainmast of Admiral Duncan's flagship *Venerable* was struck by cannon fire and the ship's colours (battle ensign) were brought down. In this period of naval warfare, the felling of a ship's colours could be seen as a sign of surrender. To avoid such an interpretation and show willingness to fight to the end, the sailor Jack Crawford bravely climbed what was left of the mast and nailed the colours to the top, where it was visible for all to see. This courageous act proved to be crucial to the battle and Duncan's fleet was eventually victorious.

It's uncertain whether Jack Crawford was the first person to 'nail his colours to the mast', but evidently the turn of phrase wasn't known before his exploit, and it became widely used soon afterwards.



43

43 AR

# **SIR FRANK BRANGWYN, RA (BRITISH, 1867-1956)**

All hands on deck  
signed with initials 'FB' (lower right) and  
indistinctly inscribed 'The Ghost in the Night  
Stars' (?) (on stretcher)  
oil on canvas  
63.5 x 61cm (25 x 24 in).  
in a maple frame.

**£1,500 - 2,000**

**€1,800 - 2,400**

**US\$2,000 - 2,600**

## **Provenance**

Anon. sale, Christie's, London, 5 October  
1989, lot 71.  
Private collection, UK.

This painting is number O3014 in Dr Libby  
Horner's forthcoming catalogue raisonne.

We would like to thank Dr Libby Horner for her  
assistance in cataloguing this work.



44

**ENGLISH SCHOOL, EARLY 20TH CENTURY**

HMS *Victory* in Portsmouth harbour on Oak Apple Day  
indistinctly signed and dated 'Ernest M...don/1915' (lower right)

oil on canvas

59 x 44.1cm (23 1/4 x 17 3/8in).

unframed

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,600

In this composition, *Victory* is dressed overall with Nelson's famous  
Trafalgar signal "England expects that every man will do his duty"





45



46

45

**NATALIE CURTIS BURLIN  
(AMERICAN, 1875-1921)**

Boats off a rocky coastline  
signed and indistinctly dated 'NBurlin  
71 or 72' (lower left)  
oil on panel  
22.2 x 41cm (8 3/4 x 16 1/8in).

£600 - 800

€710 - 940

US\$780 - 1,000

46

**CHARLES MURRAY PADDAY  
(BRITISH, 1868-1954)**

Unloading the catch  
signed 'C.M.PADDAY' (lower left)  
oil on canvas  
31.5 x 26.1cm (12 3/8 x 10 1/4in).

£2,000 - 3,000

€2,400 - 3,500

US\$2,600 - 3,900



47



48

47

**THOMAS JACQUES SOMERSCALES (BRITISH, 1842-1927)**

'Off the Spanish Coast in the Sixties'  
signed and dated TSomerscales/1911' (lower right), bears a title (on frame)

oil on canvas  
35.5 x 50.8cm (14 x 20in).

£7,000 - 9,000

€8,200 - 11,000

US\$9,100 - 12,000

48

**EDUARDO DE MARTINO (ITALIAN, 1838-1912)**

A view across the Strait of Magellan, Chile  
signed 'E. De Martino' (lower left)

oil on canvas  
42.3 x 71.1cm (16 5/8 x 28in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500



49

**WILLIAM ANSLOW THORNBERRY**  
**(BRITISH, 1847-1907) ALIAS 'THORNLEY'**  
 'Fishing Boats off Margate'; 'Fishing Boats off  
 Boulogne', a pair  
 both signed 'THORNLEY' (lower left), both  
 inscribed as titled (along the top stretcher)  
 oil on canvas  
 each 25.4 x 41cm (10 x 16 1/8in).  
 (2)

£600 - 800  
 €710 - 940  
 US\$780 - 1,000



49



50

**ARTHUR JOSEPH MEADOWS**  
**(BRITISH, 1843-1907)**  
 An estuary scene with fisherfolk on the  
 foreshore  
 signed and dated 'Arthur Meadows/1892'  
 (lower left)  
 oil on panel  
 23.8 x 29.2cm (9 3/8 x 11 1/2in).

£600 - 800  
 €710 - 940  
 US\$780 - 1,000

50





51 TP

**JOHN 'JOCK' H. WILSON RSA (BRITISH, 1774-1855)**

'Fishing luggers off Boulogne Harbour'

signed and inscribed 'Fishing luggers off Boulogne Harbour/John J Wilson' (on old piece of stretcher attached to current stretcher)

oil on canvas

106.7 x 182.9cm (42 x 72in).

£5,000 - 8,000

€5,900 - 9,400

US\$6,500 - 10,000

#### Provenance

Anon. sale, Bonhams, London, 10 August 1989, lot 484.

Private collection, UK.



52

52

**CHRISTIAAN LODEWIJK WILLEM  
DREIBHOLTZ (DUTCH, 1799-1874)**

Sailing vessels in a Dutch harbour  
signed 'Dreibholtz' (on floating log lower left)  
oil on canvas

55 x 71.1cm (21 5/8 x 28in).

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,600

**Provenance**

Anon. sale, Gorringes, Lewes, 29 June 2021,  
lot 342.

Private collection, UK.



53

53

**JOHN JAMES WILSON (BRITISH, 1818-  
1875)**

Fishing vessels off the coast near Fécamp,  
Normandy; Dort on the Maas, Holland, a pair  
one signed 'J J W' (lower left) and bears  
inscription 'near Fecamp Normandy/John J  
Wilson' (on stretcher); the other signed 'J J W'  
(lower right) and bears inscription 'Dort on the  
Maas/by John J Wilson' (on stretcher)

oil on canvas

each approximately 31.1 x 51.1cm (12 1/4 x  
20 1/8in).

(2)

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,600



54



55

54

**ABRAHAM HULK (DUTCH, 1813-1897)**

Fishing boats on the shore  
signed 'A. Hulk' (lower right)  
oil on panel  
20 x 30.5cm (7 7/8 x 12in).

£3,000 - 5,000  
€3,500 - 5,900  
US\$3,900 - 6,500

55

**ABRAHAM HULK (DUTCH, 1813-1897)**

Estuary scene at dawn  
signed 'A. Hulk' (lower left)  
oil on panel  
20 x 30.5cm (7 7/8 x 12in).

£1,500 - 2,000  
€1,800 - 2,400  
US\$2,000 - 2,600

**Provenance**

With the Cooling Galleries, London.



56 \*

**DOMINIC SERRES (AUCH 1719-1793 LONDON)**

The *Foudroyant* bringing the *Pégase* into Portsmouth Harbour  
oil on canvas

122.5 x 183.5cm (48 1/4 x 72 1/4in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 20,000

**Provenance**

John Jervis, Admiral of the Fleet and 1st Earl of St Vincent (1734-1823).

Edward Jervis, 2nd Viscount St Vincent (1767-1859).

Carnegie Robert Jervis, 3rd Viscount St Vincent (1825-1879).

John Leveson Jervis, 4th Viscount St Vincent (1850-1885).

Carnegie Parker Jervis, 5th Viscount St Vincent (1855-1908).

Ronald Clarges Jervis, 6th Viscount St Vincent (1859-1940).

Ronald James Jervis, 7th Viscount St Vincent (1905-2006).

Edward Jervis, 8th Viscount St Vincent (1951-2023), and by descent to the present owners.

**Literature**

A. Russett, *Dominic Serres, R.A., 1719-1793; War Artist to the Navy*, 1999, p.149, ill. pl.61 (the version in the collection of the Art Gallery of South Australia).

The event captured by Serres in this painting was a significant moment in English naval history of the 1780s. In 1782, the navy's smartest ship, the *Foudroyant* under the command of John Jervis (1735-1823) was part of vice-Admiral Barrington's squadron of 12 ships of the line lying off Brest. They spotted a French convoy leaving port and the *Foudroyant* succeeded in capturing the 74 gun French ship *Pégase*, the following day escorting her in to Portsmouth harbour. Although there were few English casualties in the skirmish, Jervis himself suffered a splinter wound to the face that was to dog him for years to come. He was elevated to Knight of the Bath in recognition of his actions, his coat of arms referencing his victory by incorporating a winged horse.

Serres has depicted the triumphal moment when the *Pégase* was led into Portsmouth to cheering crowds. His second son, Dominique Michael, was at the time a volunteer able-seaman on the *Foudroyant*, (possibly as a result of a friendship between Serres and Jervis), and it is entirely likely that Serres himself was there to witness an event that would have had a very personal significance for him; he would have been able to make sketches of the occasion, and indeed the painting was completed just a few months later.

Jervis went on to great success in his career and was promoted Admiral in 1795. In 1797, commanding *Victory*, he positioned his fleet off Cape St Vincent in Portugal with the aim of preventing Spanish ships from joining forces with the French and Dutch further north and taking control of the Channel. He and his protégé, Commodore Horatio Nelson, distinguished themselves by overpowering 27 Spanish ships of the line and nine frigates at the ensuing Battle of Cape St Vincent, despite being outnumbered two-to-one by the enemy. In recognition Jervis was created Baron Jervis of Meaford and Earl of St Vincent, a title suggested by King George III. He died without issue over 20 years later and his estate passed to his sister's son Edward Jervis Ricketts who changed his name to Jervis and inherited the Viscounty, but the Earldom became extinct.

A smaller version of this composition is in the collection of the Art Gallery of South Australia, suggesting that the present work may be the prime version. (see figure 1)



figure 1 - © Art Gallery of South Australia / Gift of Mrs David Evans and Mr Geoffrey O'Halloran Giles / Bridgeman Images.





57

57 \*

**STUDIO OF SIR WILLIAM BEECHEY (BRITISH, 1753-1839)**

Portrait of the 1st Earl of St Vincent, bust length, facing right  
inscribed to 'Lord St Vincent/from Sir Augustus Clifford' (on reverse)  
oil on canvas  
73.5 x 61cm (28 15/16 x 24in).

£1,000 - 2,000  
€1,200 - 2,400  
US\$1,300 - 2,600

**Provenance**

John Jervis, Admiral of the Fleet and 1st Earl of St Vincent (1734-1823) and thence by descent through the family to the present owners. For full provenance listing see footnote to lot 56.

This work is a version of the portrait by Beechey now in the collection of the National Portrait Gallery, London (NPG 2222). It was a gift to the Earl of St Vincent by his fellow Admiral Sir Augustus Clifford, recorded in the inscription on the reverse of the canvas.



58

58 \*

**FOLLOWER OF SIR WILLIAM BEECHEY (BRITISH, 1753-1839)**

Portrait of Admiral Barrington, bust-length  
oil on canvas  
77 x 60cm (30 5/16 x 23 5/8in).

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,300 - 2,000

**Provenance**

John Jervis, 1st Earl of St Vincent (1734-1823) and thence by descent through the family to the present owners. For full provenance listing see footnote for lot 56.

Samuel Barrington (1729-1800) was the third son of the 1st Viscount Barrington. During a distinguished naval career he acted as commander-in-chief in the West Indies in the American War of Independence when he captured St Lucia from the French and In 1782 he was second-in-command to Admiral Howe at the relief of Gibraltar. He was a close lifelong friend of Admiral John Jervis with whom he travelled to St Petersburg, attending the court but also gathering naval intelligence, and together they made a tour of the Chanel ports to gain knowledge of their disposition for future reference.

The present work is a version of the painting by an unidentified hand but dateable to circa 1785 which is in the collection of the National Portrait Gallery, London (NPG 740). That portrait was donated to the museum by the 7th Viscount Barrington in 1885. The present painting appears to be of slightly later date, around 1800 and one may speculate that it was likely given to Jervis by his friend Barrington.





59



60

59

**THOMAS WHITCOMBE (BRITISH, CIRCA 1752-1824)**

The 74-gun H.M.S. *Brunswick* hove-to off Castle Cornet, Guernsey, with a fast Post Office cutter crossing her stern bears inscription (on label verso), bears an indistinct inscription (on top stretcher)

oil on canvas

51.5 x 75.9cm (20 1/4 x 29 7/8in).

£2,000 - 3,000

€2,400 - 3,500

US\$2,600 - 3,900

60

**ROBERT WOODCOCK (BRITISH, 1691-1728)**

An English Squadron of the Red anchored off a Northern European port

oil on canvas

57.1 x 88.9cm (22 1/2 x 35in).

£2,000 - 3,000

€2,400 - 3,500

US\$2,600 - 3,900

**Provenance**

With The Parker Gallery, London.



61

**CIRCLE OF ROBERT SALMON (BRITISH, 1775-1845)**

A Privateer anchored in the Mersey and drying her sails in a fresh breeze

oil on canvas

63.5 x 85.7cm (25 x 33 3/4in).

£5,000 - 7,000

€5,900 - 8,200

US\$6,500 - 9,100

**Provenance**

Anon. sale, Bonhams, London, 28 February 2006, lot 96 (sold for £14,000 hammer).

Private collection, UK (purchased from the above).

The ship is probably a privateer rather than a regular Royal Navy vessel. Whilst the four rows of reefing points was naval fashion, on the other hand the two varnished strakes on the hull suggests Mercantile practice. This view off the Liverpool waterfront shows the dome of St. Paul's church just under the ensign of the ship, the Town Hall amidships and the fort off to the left border.

The wind is southerly and the tide is ebbing as evidenced by the water flow at the stern of the vessel, the small boat alongside and the buoy on the extreme left. With the sails backed and the wind and tide acting together, the ship would be drifting astern quite rapidly were it not for the anchor. This would account for the anchor cable being bar taut; as would be the state of affairs if she had just anchored and was digging her anchor in.

It is puzzling as to why there are so few crew around the deck, or going aloft in the rigging. A possible answer may be that the captain of the privateer has had a very successful cruise and after putting crews aboard the prizes, the captain is returning with a minimal crew. Having securely anchored, there is no immediate call to stow sail in such a moderate breeze, and the next move would be to clew up the lower corners of the sails and leave them set to dry, but empty of wind. This could be achieved from the deck by quite a small crew.

The figurehead looks as if it has to be George III and although there was a famous Liverpool privateer called *King George* in the 1750's she had long since disappeared by the time this picture was painted.

The late Dr. Sam Davidson kindly helped catalogue this lot for the sale in 2006.

62

**ATTRIBUTED TO WILLIAM JACKSON  
(BRITISH, ACTIVE 1770-1803)**

A two masted British ship and other vessels  
on a choppy sea  
oil on canvas  
49.2 x 60.9cm (19 3/8 x 24in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000



62

63

**FOLLOWER OF THOMAS  
BUTTERSWORTH (BRITISH, 1768-1828)**

A British three masted galleon and other  
vessels in rough seas  
oil on canvas  
38.7 x 54cm (15 1/4 x 21 1/4in).

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,600



63





64

**THOMAS LUNY (BRITISH, 1759-1837)**

An English frigate running up the Channel with Dover off to port  
signed and dated 'T. Luny 1787' (lower left)

oil on canvas

62.6 x 62.5cm (24 5/8 x 24 5/8in).

**£2,000 - 3,000**

**€2,400 - 3,500**

**US\$2,600 - 3,900**

**Provenance**

Anon. sale, Christie's, London, 16 May 2007, lot 433 (sold for £8,500  
hammer).

Private collection, UK (purchased from the above).

Thence by descent to the current owner.



65



66

65

**THOMAS LUNY (BRITISH, 1759-1837)**

Unloading cargo on the shore  
signed and dated 'Luny 1831' (lower left)  
oil on panel  
29.6 x 40.7cm (11 5/8 x 16in).

£2,000 - 3,000  
€2,400 - 3,500  
US\$2,600 - 3,900

66

**THOMAS LUNY (BRITISH, 1759-1837)**

'Calm seashore, fishermen'  
signed and dated 'Luny 1826' (lower left)  
oil on panel  
30.5 x 40.7cm (12 x 16in).

£2,000 - 3,000  
€2,400 - 3,500  
US\$2,600 - 3,900

**Provenance**

With Stacy Marks Ltd., Eastbourne, stock no. 6147/L.168.

According to Luny's ledger this was painted for Mr W Thompson in February 1826 and is listed as titled.



67



68

67

**JOHN LIVINGSTONE (BRITISH, FL. MID-19TH CENTURY)**

The paddle steamer *Duntroon Castle* on the Clyde passing the Cloch Lighthouse

signed and dated 'J. Livingstone/1843 (lower right)

oil on canvas

55.5 x 81.6cm (21 7/8 x 32 1/8in).

**£800 - 1,200**

**€940 - 1,400**

**US\$1,000 - 1,600**

*Duntroon Castle*, 217 tons gross, was built at Govan in 1842 for the Glasgow Castle Steam Packet Co. and it seems likely that this work was commissioned to mark her first season taking day excursion passengers down the Clyde from Glasgow. Renamed *Red Jacket* for new owners in 1863, she was wrecked later the same year in the Caribbean.

68 \*

**SAMUEL BOUGH RSA (BRITISH, 1822-1878)**

A British merchant ship at anchor at Dysart, Fife

signed and dated 'Sam Bough/1858' (lower left)

oil on board

31.8 x 46cm (12 1/2 x 18 1/8in).

**£800 - 1,200**

**€940 - 1,400**

**US\$1,000 - 1,600**

**Provenance**

Private collection, Canada.





69

**WILLIAM CLARK OF GREENOCK (BRITISH, 1803-1883)**

'God speed!' - Having cast off her tow, the crowded emigrant ship *Mairi Bhan* heads past Ailsa Craig outward bound for New Zealand on her maiden voyage in May 1874

signed and dated 'WM Clark 1874' (lower left)

oil on canvas

78.5 x 128.9cm (30 7/8 x 50 3/4in).

**£12,000 - 18,000**

**€14,000 - 21,000**

**US\$16,000 - 23,000**

**Provenance**

With The Art Centre, Greenock.

Private collection, UK (purchased from the above on 11 December 1979).

Thence by descent to the current owner.

Due to the large numbers of emigrants, the passenger trade to New Zealand was very profitable for shipping companies in the 1870s, one of which was Patrick Henderson & Co. of Glasgow. In 1874, a fine new full-rigged ship was added to the company's fleet bearing the Gaelic name *Mairi Bhan* [Bonny Mary] and she proved an instant success. A handsome iron clipper of 1,315 tons, she was built on the Clyde by Barclay, Curle and, leaving the 'Tail of the Bank' in the Clyde on the evening of 7th May 1874, she cast off the Clyde Shipping Co.'s tug off Ailsa Craig (as was usual practice) and set a course south on her maiden voyage the following day. After a fast run out of 75 days under the command of Captain Massen, she disembarked her 394 emigrants safely at Port Chalmers which marked the start of her successful career as a passenger ship.



70

**JOHN WILSON CARMICHAEL (BRITISH, 1799-1868)**

*Ships-of-War caught in a riptide off Leith, with Edinburgh beyond*  
signed and indistinctly dated 'JW Carmichael/184?' (lower right)

oil on canvas

68.3 x 101.9cm (26 7/8 x 40 1/8in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500



71



72

71

**JOHN WILSON CARMICHAEL (BRITISH, 1800-1868)**

Shipping off a Dutch port town  
signed and dated 'J.W.Carmichael 1854' (lower right)  
oil on canvas  
81.9 x 128.3cm (32 1/4 x 50 1/2in).

£5,000 - 7,000  
€5,900 - 8,200  
US\$6,500 - 9,100

**Provenance**

Anon sale, Christie's, London, 3 November 1989, lot 197.

72 \*

**PIETER CORNELIS DOMMERSEN (DUTCH, 1833-1918)**

Painting the estuary  
signed and dated 'P.C. Dommersen/1882' (lower right)  
oil on panel  
45.4 x 66.4cm (17 7/8 x 26 1/8in).  
unframed

£2,000 - 3,000  
€2,400 - 3,500  
US\$2,600 - 3,900





73



74

73 \*

**CHARLES MARTIN POWELL (CHICHESTER 1775-1824)**

Men-of-war and other shipping off Falmouth Bay  
signed with monogram and dated '1816' (on sail of boat lower right)  
oil on canvas  
81 x 108cm (31 7/8 x 42 1/2in).

£3,000 - 5,000  
€3,500 - 5,900  
US\$3,900 - 6,500

74

**WILLIAM JOHN HUGGINS (BRITISH, 1781-1845)**

*The Woodford*, captained by Alfred Chapman, on 11th February 1824  
on her passage from Madras to England  
indistinctly signed (lower left)  
oil on canvas  
81.3 x 127cm (32 x 50in).

£2,000 - 3,000  
€2,400 - 3,500  
US\$2,600 - 3,900



75



76

75

**JOHN 'JOCK' H. WILSON RSA (BRITISH, 1774-1855)**

The Passing Storm

signed and indistinctly dated 'J WILSON 18..' (on floating spar lower left)

oil on canvas

113 x 153.4cm (44 1/2 x 60 3/8in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

#### Provenance

With David Messum, Beaconsfield, ref no. E58 titled as 'Setting Sail from the Shore'.

76

**JOHN 'JOCK' H. WILSON RSA (BRITISH, 1774-1855)**

Fisherfolk at Dover

bears indistinct inscription 'OLD DOVER PIER Jock Wilson R.S.A...' (on top stretcher)

oil on canvas

61 x 106.7cm (24 x 42in).

£2,000 - 3,000

€2,400 - 3,500

US\$2,600 - 3,900



77



78

77

**NICHOLAS MATTHEW CONDY (BRITISH, 1818-1851)**

The racing schooner *Zephyretta* flying the colours of the Royal Western Yacht Club in two positions in the bay below Osborne House, Isle of Wight

signed and dated 'N.M. Condy 1848.' (lower right)

oil on panel

33 x 45.7cm (13 x 18in).

£3,000 - 5,000

€3,500 - 5,900

US\$3,900 - 6,500

*Zephyretta* was a 180-ton racing schooner owned, at the time this work was painted, by Henry Hope, M.P.

78

**WILLIAM CLARK OF GREENOCK (BRITISH, 1803-1883)**

A cutter of the Royal Northern Yacht Club in the Firth of the Clyde with Ailsa Craig in the distance

signed and dated 'W Clark/1881' (lower left)

oil on canvas

50.1 x 73.6cm (19 3/4 x 29in).

£4,000 - 6,000

€4,700 - 7,100

US\$5,200 - 7,800





79

**CHINESE SCHOOL, 19TH CENTURY**

Benjamin Boyd's yacht *The Wanderer* under sail  
oil on canvas  
33.4 x 48cm (13 1/8 x 18 7/8in).

**£1,000 - 1,500**

**€1,200 - 1,800**

**US\$1,300 - 2,000**

**Provenance**

With Martyn Gregory, London.

**Exhibited**

London, Martyn Gregory, *Treaty Port Views*, 2007-2008, no. 92, catalogue no. 83.

London, Martyn Gregory, *China in the Frame*, 2020-2021, no. 81, catalogue no. 101.

Born in Scotland, Benjamin Boyd (1796-1851) moved to London and in 1825, became a member of the London Stock Exchange, where his main interests were shipping and commerce in Australia. He founded and floated the Royal Bank of Australia, which then financed his journey to Australia and his proposed enterprises there. He and his brother set sail in his luxury schooner, *The Wanderer*, accompanied by a crew of fourteen. Boyd was a prominent member of the Royal Yacht Club, and *The Wanderer* had hosted dinner parties attended by members of the Royal Family. She travelled to Rio de Janeiro and around the Cape of Good Hope, before entering Sydney Harbour on 18 July 1842 where she was given a huge reception.

Following various successes and spectacular failures on his extraordinary Australian business ventures, Boyd left Sydney on board *The Wanderer* on 26 October 1849 for the Californian goldfields. Having failed in America, *The Wanderer* sailed onto the Pacific Islands, where Boyd hoped to establish a Papuan Republic. He disappeared in the Solomon Islands in 1851, and the cause of his death remains a mystery. *The Wanderer* was reduced to a wreck by a storm off Port Macquarie one month later.

80 AR

**JOHN STEVEN DEWS (BRITISH, BORN 1949)**

'Battle of the Nile, 1st August 1798'

signed 'J. Steven Dewes' (lower left) and inscribed in pencil "'BATTLE OF THE NILE" 1st August 1798' (on bottom stretcher)

oil on canvas

83.5 x 140cm (32 7/8 x 55 1/8in).

**£100,000 - 150,000**

**€120,000 - 180,000**

**US\$130,000 - 200,000**

The so-called Battle of the Nile was fought in Aboukir Bay, about 15 miles west of Alexandria, on 1 August 1798. Nelson, having spent most of the summer cruising the Eastern Mediterranean looking for Admiral Brueys' Toulon fleet, finally came upon it as it lay at anchor in Aboukir Bay following the disembarkation of the army with which Napoleon was to conquer Egypt. Brueys had chosen a strong position in a well-protected anchorage although Nelson had the advantage of surprise. More significantly, it was already six o'clock in the evening when Nelson sighted the French and, with only two hours of daylight remaining, Brueys was confident that any attack would have to be postponed until the next day, by which time his own fleet would be ready. Nelson, with typical daring, amazed both his own captains as well as the French by ordering his ships into the Bay where they engaged the enemy in a spirited action which lasted almost through the night. The decisive moment came just after 10 o'clock when the French flagship, the huge 120-gun *L'Orient*, blew up with a tremendous explosion and, when dawn broke, the French annihilation became apparent with nine of their badly damaged ships captured and another four destroyed. It was a glorious victory for Nelson, one of the greatest in British naval history, and the one which brought him to the pinnacle of his career.







81

**JAMES WEBB (BRITISH, 1825-1895)**

Fishing boats off the coast; Fishing boats at anchor, a pair  
one signed and dated 'James Webb 20' (lower right); the other signed  
and dated 'James Webb/81' (lower right)

oil on panel

*each approximately 17.4 x 25.1cm (6 7/8 x 9 7/8in).*

(2)

**£1,200 - 1,800**

**€1,400 - 2,100**

**US\$1,600 - 2,300**

**Provenance**

With P. Polak, London, Ref. no. 343/12.

Private collection, UK (purchased from the above in 1963).

Thence by descent to the current owner.



82

**ARTHUR JOSEPH MEADOWS (BRITISH, 1843-1907)**

'Early Morning'; 'Folkestone Harbour', a pair  
both signed and dated 'ArthurMeadows/64 (lower right) and further  
signed and inscribed with title (on label attached to top stretcher)

oil on canvas

*each 30.5 x 56.2cm (12 x 22 1/8in).*

(2)

**£1,500 - 2,000**

**€1,800 - 2,400**

**US\$2,000 - 2,600**



83

**ARTHUR JOSEPH MEADOWS (BRITISH, 1843-1907)**

'On the Somme Morning'; 'Rye, Sussex', a pair  
both signed 'Arthur Meadows/1885 (lower left), bears signature, date  
and title (verso)

oil on canvas

each 25.4 x 35.6cm (10 x 14in)

(2)

£1,200 - 1,800

€1,400 - 2,100

US\$1,600 - 2,300



84

**ARTHUR JOSEPH MEADOWS (BRITISH, 1843-1907)**

Shipping off flushing, a pair  
 one signed and indistinctly dated 'A Meadows ??' (lower right), the  
 other indistinctly signed (lower right)  
 oil on canvas  
 each 30.2 x 55.9cm (11 7/8 x 22in)  
 (2)

**£2,000 - 3,000**

**€2,400 - 3,500**

**US\$2,600 - 3,900**





85



86

85  
**ARTHUR JOSEPH MEADOWS (BRITISH, 1843-1907)**  
 Fishing vessels off Hastings  
 signed 'Arthur Meadows' (lower right)  
 oil on canvas  
 30.8 x 55.5cm (12 1/8 x 21 7/8in).

£800 - 1,200  
 €940 - 1,400  
 US\$1,000 - 1,600

86  
**JOHN CALLOW, R.W.S. (BRITISH, 1822-1878)**  
 Off St. Michael's Mount, Cornwall  
 inscribed on partial label '...Mount/Cornwall/20 Char...' (attached to  
 frame verso)  
 oil on canvas  
 30.1 x 41.2cm (11 7/8 x 16 1/4in).

£600 - 800  
 €710 - 940  
 US\$780 - 1,000



87

**NICHOLAS MATTHEW CONDY (BRITISH, 1818-1851)**

A view of Mount Edgecombe thought to be from Mount Wise,  
Plymouth

oil on board

30.5 x 39.7cm (12 x 15 5/8in).

£1,000 - 2,000

€1,200 - 2,400

US\$1,300 - 2,600

**Provenance**

With The Parker Gallery, London.

The collection of Lieutenant-Colonel Herbert George "Blondie" Hasler  
DSO OBE.

Thence by descent to the current owner.



88

**ATTRIBUTED TO ALFRED VICKERS SNR. (BRITISH, 1786-1868)**

Vessels off the shore on a choppy sea

oil on canvas

41.2 x 70.8cm (16 1/4 x 27 7/8in).

**£1,000 - 1,500**

**€1,200 - 1,800**

**US\$1,300 - 2,000**



89



90

89

**WILLIAM EDWARD WEBB (BRITISH, 1862-1903)**

'The Harbour at St Sampsons, Guernsey'

signed 'W.WEBB' (lower left) and inscribed with title (verso)

oil on canvas

41 x 61.2cm (16 1/8 x 24 1/8in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

90

**WILLIAM EDWARD WEBB (BRITISH, 1862-1903)**

Fishing boats at anchor in Peel Harbour

signed and dated 'W.WEBB 1896' (lower left) and inscribed 'PEEL/  
FROM THE CASTLE SIDE' (verso)

oil on canvas

40.6 x 61.2cm (16 x 24 1/8in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000





91



92

91 \*

**EDWARD DUNCAN, R.W.S. (BRITISH, 1803-1882)**

A view of the Isle of Portland looking east along the Dorset Cliffs  
signed and dated 'E.Duncan/1862' (lower right)

watercolour

19.7 x 38.4cm (7 3/4 x 15 1/8in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

#### Provenance

With the Fine Art Society, London, no. 71, April 1962.

With P. Polak, London, ref no. 860/7.

Private collection, Canada.

92

**CHARLES NAPIER HEMY, RA RWS (BRITISH, 1841-1917)**

'The Reef'

signed with initials and dated 'C.N.H./1889' (lower right), inscribed  
'No. 3 The reef/C.Napier Hemy/Churchfield/Falmouth' (on original  
backing board attached to the reverse)

watercolour and bodycolour

45.1 x 67.3cm (17 3/4 x 26 1/2in).

£1,500 - 2,000

€1,800 - 2,400

US\$2,000 - 2,600



93



94

93

**HENRY SCOTT TUKE, RA, RWS (BRITISH, 1858-1929)**

Portrait of a barquentine  
signed and dated 'H. S. Tuke. 1910' (lower right)  
watercolour  
29.6 x 44.8cm (11 5/8 x 17 5/8in).

**£1,500 - 2,000**  
**€1,800 - 2,400**  
**US\$2,000 - 2,600**

**Provenance**

With Abbott and Holder, London.  
Private collection, U.K.

94 \*

**THOMAS BUSH HARDY (BRITISH, 1842-1897)**

'Off Dover'  
signed, inscribed and dated 'Off Dover/T B Hardy 1885' (lower left)  
watercolour heightened with white  
44.2 x 74.3cm (17 3/8 x 29 1/4in).

**£600 - 800**  
**€710 - 940**  
**US\$780 - 1,000**

**Provenance**

With Charles Nicholls & Sons, Manchester.  
With The Polak Gallery, London, ref no. 910/1.  
Private collection, Canada.



95 AR

**BARRY MASON (BRITISH, BORN 1947)**

The Fleet Messenger HMS *Pickle*  
signed '- Barry Mason -' (lower right)  
oil on canvas  
61.9 x 96.8cm (24 3/8 x 38 1/8in).

**£4,000 - 6,000**

**€4,700 - 7,100**

**US\$5,200 - 7,800**

The following footnote was written by the artist and a copy of this accompanies the work.

'The Fleet Messenger HMS *Pickle*' is an imagined scene around 1800 in the Eastern Solent at Spithead. The armed schooner, *Pickle* inward to Portsmouth, while the flagship, *Victory* prepares to anchor in the west breeze.

Spithead was a preferred anchorage to the difficult navigation of the narrow entrance of the harbour, especially to 1st rates such as *Victory*.

Anchoring a large ship such as *Victory* involved nearly the whole ships complement. Cables were hauled from the lockers and flaked the length of the gundecks.

Crewmen head aloft to furl and stow sail when the anchors have been laid and set, and the ship rides safely to the wind and tide.

Schooners such as *Pickle* were usually employed in coastal waters, doing in shore work and carrying despatches.'



96 AR

**LOUIS DODD (BRITISH, 1943-2006)**

'A view of the Hong Kong roads shewing Dragon Boats racing and the Tea Clipper *Black Prince*, 1869'

signed 'Louis Dodd' (lower right), engraved with title (on original frame)  
oil on panel

61 x 106.7cm (24 x 42in).

**£8,000 - 12,000**

**€9,400 - 14,000**

**US\$10,000 - 16,000**

**Provenance**

The artist's collection and thence by descent.

Anon. sale, Bonhams, London, 12 Apr 2017, lot 30.

Private collection, UK (purchased from the above).

Along with *Taeping*, *Eliza Shaw* and *Yang-tze*, *Black Prince* was one of the first tea clippers built of composite construction (wooden planking over iron frames). Designed by William Rennie and launched at Aberdeen in 1863, *Black Prince* had a successful career as a clipper, although she was never a record breaker. Whilst capable of great speed, she was 'handicapped by a very careful captain [Inglis] who should never have had command of a tea clipper.\*' On the 5th August 1882, bound from Manila to London, *Black Prince* was wrecked on Arendo Reef and lost in the Java sea.

\*B. Lubbock, *The China Clippers*, Glasgow, 1914, p.207



97 AR

**MONTAGUE DAWSON (BRITISH, 1890-1973)**

'The *Great Republic*'

signed 'MONTAGUE.DAWSON' (lower left) and inscribed in pencil

"THE GREAT REPUBLIC" (on top stretcher)

oil on canvas

51.7 x 76.9cm (20 3/8 x 30 1/4in).

**£25,000 - 35,000**

**€29,000 - 41,000**

**US\$33,000 - 46,000**

**Provenance**

With Watson Art Galleries, Montreal, no. 13844

Private collection, UK.

The so-called 'extreme clipper' *Great Republic* was a truly remarkable vessel which, when completed in 1853, was the largest merchant sailing ship ever constructed in the United States. Built as a speculation by the renowned Donald McKay in his shipyard at East Boston, she was registered at 4,555 tons, measured 335 feet in length with a 53 foot beam, and was rigged as a 4-masted barque. McKay designed her with four decks and she was capable of carrying 6,000 tons (dead weight) of cargo in addition to sporting some particularly luxurious passenger accommodation. Launched to huge public acclaim on 4th October 1853, she was towed to New York when ready for sea where she loaded a cargo of provisions valued at US\$300,000. With her crew engaged, she was preparing to sail when, on 26th December, a fire broke out on Front Street, New York; in no time, a strong wind blew hot cinders over the *Great Republic* and she was soon ablaze. Despite every effort to save her, including scuttling her at the dockside, she was essentially destroyed and McKay declared her to be a total loss.

However, her insurers sold what remained of her to A. A. Low & Brother who had her rebuilt at Greenpoint, Long Island. Cut down to three decks and with all her spars reduced in length, she was ready for sea again in February 1855 and cleared New York for Liverpool on the 24th of the month. Despite a rough passage, the crossing only took 19 days and her captain stated that she had "behaved nobly". Her maiden voyage as effectively the second *Great Republic* marked the start of a highly successful career which, despite several mishaps – including a brief seizure during the American Civil War – continued until 1869 when she was sold to new owners in Liverpool and renamed *Denmark*. Her life under British colours proved brief however, and she was abandoned in a sinking condition in the Atlantic after storm damage in March 1872.





98



99

98

**HORACIO GERARDO GARCIA (CHILEAN, 1878-1942)**

The *Beatrice* nearing Valparaiso, Chile  
signed and dated 'H.G. Garcia/94' (lower right), inscribed 'OFF  
VALPARAISO/The "Beatrice" nearing Valparaiso' (on artist's label  
attached to stretcher)  
oil on canvas  
52 x 75.9cm (20 1/2 x 29 7/8in).

£1,000 - 1,500  
€1,200 - 1,800  
US\$1,300 - 2,000

99 AR

**FRANK HENRY MASON (BRITISH, 1875-1965)**

The barque *Hougomont* in full sail  
signed 'FRANK H MASON' (lower left) and inscribed 'BARQUE  
"HOUGOMONT"' (lower right)  
oil on canvas  
51.1 x 76.5cm (20 1/8 x 30 1/8in).

£700 - 1,000  
€820 - 1,200  
US\$910 - 1,300

**Provenance**

With N.R. Omell, London.



100 \* AR

**DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)**

The Black Ball Packet *New York* leaving the Mersey

signed 'Derek. G. M./GARDNER' (lower left)

oil on canvas

61.6 x 91.5cm (24 1/4 x 36in).

**£6,000 - 8,000**

**€7,100 - 9,400**

**US\$7,800 - 10,000**

**Provenance**

Private collection, Canada (commissioned directly from the artist).





101 \* AR

**DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)**

HMS *Victory* at anchor in Spithead off the Isle of Wight, 1805

signed 'Derek. G. M./GARDNER' (lower left)

watercolour heightened with white

38.1 x 55.2cm (15 x 21 3/4in).

**£3,000 - 5,000**

**€3,500 - 5,900**

**US\$3,900 - 6,500**

**Provenance**

Private collection, Canada.

This watercolour depicts HMS *Victory* in Spithead off the Isle of Wight on 19th August 1805. The date of which was after Nelson's search for the French Fleet which saw him travel to the West Indies before his return to England, and would come to be his last. The Battle of Trafalgar would take place only a few months later and on 4th September *Victory* left Spithead to join the fleet of Cadiz, Spain.



102



103

102 \* AR

**DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)**

The *Magnificent* at anchor off Torbay  
signed 'D.G.M./GARDNER' (lower left)  
watercolour  
18.1 x 24.1cm (7 1/8 x 9 1/2in).

£600 - 800

€710 - 940

US\$780 - 1,000

**Provenance**

Private collection, Canada.

103 \* AR

**DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)**

*Queen Charlotte* off the coast  
signed 'Derek. G. M/GARDNER' (lower left)  
watercolour heightened with white  
36.2 x 53.3cm (14 1/4 x 21in).

£2,000 - 3,000

€2,400 - 3,500

US\$2,600 - 3,900

**Provenance**

Private collection, Canada.



104

**CHARLES EDWARD DIXON (BRITISH, 1872-1934)**

'Flying high'

signed 'Charles Dixon LSC' and inscribed with title (lower left)

oil on board

17.4 x 25.1cm (6 7/8 x 9 7/8in).

**£1,000 - 1,500**

**€1,200 - 1,800**

**US\$1,300 - 2,000**

**Provenance**

With The Parker Galley, London.

Anon. sale, Phillips, London, 22 September 1992, lot 90.

Private collection, UK.

Thence by descent to current owner.



105



106

105

**ANTONIO NICOLO GASPARO JACOBSEN (DANISH/AMERICAN, 1850-1921)**

The White Star liner RMS *Oceanic*  
signed and inscribed 'ANTONIO JACOBSEN/PALISADE AV. WEST  
HOBOKEN, NJ' (lower right)  
oil on canvas  
56.5 x 92cm (22 1/4 x 36 1/4in).

**£2,500 - 3,500**  
**€2,900 - 4,100**  
**US\$3,300 - 4,600**

#### **Provenance**

Believed to have been purchased directly from the artist in New York.  
Thence by descent to the current owner.

106 AR

**ARTHUR JAMES WETHERALL BURGESS (AUSTRALIAN, 1879-1957)**

A ferry boat  
signed 'ARTHUR J. BURGESS/L.S.C' (lower right)  
oil on board  
26 x 35.6cm (10 1/4 x 14in).

**£600 - 800**  
**€710 - 940**  
**US\$780 - 1,000**





107

**MUIRHEAD BONE (BRITISH, 1876-1953)**

'The Bridge of a Merchant Ship at Sea'  
signed 'Muirhead Bone' (lower right) and inscribed 'N.59/The Bridge  
of a Merchant Ship at Sea' (lower left, verso); bears a red stamp that  
reads 'PASSED/CHIEF CENSOR, ADMIRALTY' with indistinct initials  
and the date '9/8/1917' (lower right, verso)

charcoal

35 x 53cm (13 3/4 x 20 7/8in).

Together with a black and white photograph thought to show Captain  
David W. Bone on the bridge of a ship. (2)

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

**Provenance**

Captain Sir David W. Bone (according to gallery label attached to the  
backing board).

Private collection, UK.

**Literature**

*The Western Front: Drawings by Muirhead Bone*, published by  
Authority of the War Office from the offices of Country Life Ltd.,  
London, 1917, illustrated (lxxx).

David W. Bone, *Merchantmen-At-Arms*, London, 1919, illustrated on  
p.7 (titled 'The Bridge of a Merchantman').

Captain Sir David W. Bone, Muirhead Bone's brother, was employed  
by the Anchor Line throughout his long career in the Merchant Marine  
(1890 – 1946). In 1917, when this drawing was executed, Captain  
Bone was in command of *Elysia II*, the second vessel in the Anchor  
Line's fleet to bear this name. Built in 1908, *Elysia II* was torpedoed  
three times during the course of the Great War but somehow survived  
until sunk by a Japanese submarine east of Durban in June 1942.



108

**MUIRHEAD BONE (BRITISH, 1876-1953)**

Portrait of Lieutenant David Drummond Bone of the Royal Navy, 1940  
signed and dated 'Muirhead Bone/Feb 13 1940' (lower right) and  
inscribed 'David D Bone/Liut R.N.' (lower left)

charcoal

30.5 x 22.9cm (12 x 9in).

£600 - 800

€710 - 940

US\$780 - 1,000

David Drummond Bone was the son of Captain Sir David W. Bone and nephew of the artist Muirhead Bone. During his naval career Bone was promoted to the rank of Lieutenant on the 3rd June 1936 and Lieutenant-Commander on 3rd June 1944. Bone was in command of the British destroyer HMS *Icarus* when it sunk a German U-boat near the Scilly Isles on the 21st January 1945.



109



110

109

**FRANK WATSON WOOD (BRITISH, 1862-1953)**

R.M.S. *Empress of Britain* leaving Halifax, N.S. 15th June 1939', Canada

signed and dated 'FRANK W. WOOD. 1939.' (lower right) and inscribed 'THEIR MAJESTIES ABOARD R.M.S. EMPRESS OF BRITAIN, LEAVING HALIFAX, N.S. 15th JUNE 1939.' (lower left) watercolour heightened with bodycolour  
26 x 74cm (10 1/4 x 29 1/8in).

£2,000 - 3,000  
€2,400 - 3,500  
US\$2,600 - 3,900

110 AR

**DEREK GEORGE MONTAGUE GARDNER (BRITISH, 1914-2007)**

Portrait of a Dazzle ship

signed 'D. G. M/GARDNER' (lower left)  
watercolour heightened with white on oatmeal paper  
21.6 x 35.9cm (8 1/2 x 14 1/8in).

£600 - 800  
€710 - 940  
US\$780 - 1,000



111



112

111

**FRANK WATSON WOOD (BRITISH, 1862-1953)**

HMS *King George V*  
signed and dated 'FRANK W WOOD.44' (lower right), bears title (on  
backing board)  
watercolour heightened with white  
25.4 x 35.5cm (10 x 14in).

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,600

**Provenance**

With John Matheson & Co., Edinburgh.

112

**FRANK WATSON WOOD (BRITISH, 1862-1953)**

HMS *Afridi*  
signed and dated 'FRANK. W. WOOD. 44' (lower right), bears title (on  
backing board)  
watercolour heightened with white  
25.1 x 36.2cm (9 7/8 x 14 1/4in).

£800 - 1,200

€940 - 1,400

US\$1,000 - 1,600

**Provenance**

With John Matheson & Co., Edinburgh.



113 AR

**JOHN STEVEN DEWS (BRITISH, BORN 1949)**

*Valsheda* just ahead of *Astra* with *Candida* trailing

signed 'J. Steven Dews' (lower left)

oil on canvas

76.5 x 102.2cm (30 1/8 x 40 1/4in).

**£40,000 - 60,000**

**€47,000 - 71,000**

**US\$52,000 - 78,000**

**Provenance**

With the Walker Galleries, Harrogate, no. 2919.

Private collection, UK (purchased from the above on 21 March 2006).

Designed and built by Camper & Nicholson at Gosport in 1928, *Astra* was a beautiful Bermudian-rigged composite cutter of 91½ tons gross (83 net) and measured 115 feet in length with a 20 foot beam. Originally built for Sir A. Mortimer Singer, the naturalised British son of the inventor of the sewing machine, she was owned for most of the 1930s by Mr. Hugh Paul who enjoyed much success with her during the so-called 'golden years' before the death of King George V after the 1935 season.

*Candida*, rated at '23 metres', was also designed by Charles Nicholson and built by Camper & Nicholson at Gosport for Mr. H.A. Andreae, the wealthy merchant banker, in 1929. A magnificent Bermudian-rigged cutter of 95½ tons gross (174 Thames), she measured 117 feet in length overall with a 20½ foot beam and was completed principally as a response to a slight change in the International Rules in 1928. A highly successful boat, she too was a frequent sight at Cowes during the early 1930s although towards the middle of that decade, she was re-rigged as a ketch, fitted with an oil engine and converted for cruising. By 1939 she had been re-rigged again, this time as a yawl, and renamed *Norlanda*, the name she still sported after the Second World War.

*Valsheda*, another contemporary thoroughbred from the same yard and designer, was built for Mr. W.L. Stephenson, the Chairman of Woolworth's (U.K.) in 1933. Extremely fast, she was one of the legendary J-class yachts and even beat the King's *Britannia* on one celebrated occasion. Apart from her glittering career in the 1930s, during which she won many trophies for her owner, she now shares the distinction – along with *Shamrock V* and *Endeavour I* – of being one of the three remaining J-class boats which have survived until the present day and she is still racing competitively.





114



115

114 AR

**MARTYN RICHARDSON MACKRILL (BRITISH, BORN 1962)**

*Endeavour, Astra and Candida rounding Calshot Spit Lightship, 1933*  
signed and dated 'Martyn R Mackrill 88-' (lower left)  
watercolour heightened with white  
33.4 x 54.9cm (13 1/8 x 21 5/8in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

**Provenance**

With Cooper Fine Arts, London.

115

**CHARLES EDWARD DIXON (BRITISH, 1872-1934)**

*'Brown Boats at Oulton'*  
signed and dated 'Charles Dixon/32' (lower left), inscribed with title  
(lower right)  
watercolour heightened with white  
13.6 x 27.9cm (5 3/8 x 11in).

£600 - 800

€710 - 940

US\$780 - 1,000



116



117

116 AR

**BRIAN J. JONES RSMA (BRITISH, 1945-2019)**

19 metre class yachts *Mariquita* and *Norada* racing at Cowes Week, 1913

signed 'Brian J Jones' (lower left), also signed and inscribed (on artist's label verso)

oil on canvas

30.5 x 40.4cm (12 x 15 7/8in).

**£1,200 - 1,800**

**€1,400 - 2,100**

**US\$1,600 - 2,300**

117 AR

**BRIAN J. JONES RSMA (BRITISH, 1945-2019)**

Yachts racing off Cowes

signed and dated 'B J JONES/91' (lower right)

oil on canvas

26 x 40.6cm (10 1/4 x 16in).

**£1,200 - 1,800**

**€1,400 - 2,100**

**US\$1,600 - 2,300**





118

118 AR

**MICHAEL JAMES WHITEHAND (BRITISH, BORN 1941)**

*Brittania, Valshedha and Endeavour* racing off The Needles, 1934

signed and dated 'M WHITEHAND /92'

(lower left), further inscribed '1934 off IOW BRITTANIA VALSHEDA ENDEAVOUR' (on canvas overleaf)

oil on canvas

76.2 x 91.4cm (30 x 36in).

£2,000 - 3,000

€2,400 - 3,500

US\$2,600 - 3,900



119

119

**DE SIMONE (ITALIAN, 19TH/20TH CENTURY)**

*Puritan* in the Bay of Naples with Vesuvius in the distance

signed 'De Simone' (lower right) and inscribed 'PURITAN' (lower left)

gouache

45.7 x 61cm (18 x 24in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 2,000

The yacht *Puritan* won the America's Cup in 1885, defeating the British yacht, *Genesta*.

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## NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as “*Bidders*” or “you”. Our List of Definitions and Glossary is incorporated into this *Notice to Bidders*. It is at Appendix 3 at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in *italics*. IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

### 1. OUR ROLE

In its role as *Auctioneer* of *Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams*’ job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller*’s behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

*Bonhams* does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with you as the *Buyer*. The terms of that contract are set out in our *Buyer’s Agreement*, which you will find at Appendix 2 at the back of the *Catalogue*, and this will govern *Bonhams*’ relationship with the *Buyer*.

### 2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an “as is” basis, with all faults and imperfections. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical items or parts are sold for their artistic, historic or cultural interest and may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details. Any person who damages a *Lot* will be held liable for the loss caused.

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### *Contractual Description of a Lot*

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams*’ opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

#### *Estimates*

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams*’ opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any VAT or *Buyer’s Premium* payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the *Notice to Bidders*, below. Prices depend upon bidding and lots can sell for *Hammer Prices* below and above the *Estimates*, so *Estimates* should not be relied on as an indication of the actual selling price or value of a *Lot*. *Estimates* are in the currency of the *Sale*.

#### *Condition Reports*

In respect of most *Lots*, you may ask *Bonhams* for a *Condition Report* on the *Lot*’s general physical condition. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. As this is offered additionally and without charge, *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. The *Condition Report* represents *Bonhams*’ reasonable opinion as to the *Lot*’s general condition in the terms stated in the particular report, and *Bonhams* does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you.

#### *The Seller’s responsibility to you*

The *Seller* does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

#### *Bonhams’ responsibility to you*

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller*’s agent only (unless *Bonhams* sells the *Lot* as principal).

*Bonhams* undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams*’ behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

*Bonhams* does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams*’ behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer’s Agreement*.

#### *Alterations*

*Descriptions* and *Estimates* may be amended at *Bonhams*’ discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE *LOT* IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY *LOT* OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE *SALE*.

### 4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested is put up for *Sale*. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this. Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*. If there is a *Reserve* it will be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the fall of the *Auctioneer*’s hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

## 5. BIDDING

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference and/or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams*’ reputation.

#### *Bidding in person*

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as “paddle bidding”. You will be issued with a large card (a “paddle”) with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer*’s. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

#### *Bidding by telephone*

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

#### *Bidding by post or fax*

*Absentee Bidding Forms* can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your *Absentee Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer*’s bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

#### *Bidding via the internet*

In order to bid online in a *Sale*, you must be 18 or over and you must register to bid via the Bonhams App or [www.bonhams.com](http://www.bonhams.com). Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.

Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (iii) where your bid is successful, you are jointly and severally liable with that other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/\$10,000/HKD50,000/AUS\$10,000 depending on the jurisdiction and currency of the *Sale*, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your



address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.

Companies: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you.

We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

#### Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the Sale. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

**You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.**

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

Bonhams undertakes Customer Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa.

#### 6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the Lot being knocked down to the Buyer, a *Contract for Sale* of the Lot will be entered into between the Seller and the Buyer on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the Catalogue in case you are the successful Bidder including the warranties as to your status and source of funds. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. It is your responsibility to ensure you are aware of the up to date terms of the Buyer's Agreement for this Sale.

#### 7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the Buyer in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it.

For this Sale the following rates of *Buyer's Premium* will be payable by Buyers on each Lot purchased:

28% of the *Hammer Price* on the first £40,000; plus  
27% of the *Hammer Price* from £40,001 and up to £800,000; plus  
21% of the *Hammer Price* from £800,001 and up to £4,500,000; plus  
14.5% of the *Hammer Price* above £4,500,000

A 3rd party bidding platform fee of 4% of the Hammer Price for Buyers using the following bidding platforms will be added to the invoices of successful Buyers – Invaluable; Live Auctioneers; The Saleroom; Lot-tissimo.

Storage and handling charges may also be payable by the Buyer as detailed on the specific Sale Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the Buyer are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the Lot, where indicated by a symbol beside the Lot number. See paragraph 8 below for details.

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a *Hammer Price* of £1,000 or greater, the *Additional Premium* will be payable to us by the Buyer to cover our *Expenses* relating to the payment of royalties under the Artist's Resale Right Regulations 2006, as amended. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed £12,500.

<i>Hammer Price</i>	Percentage amount
From £0 to £50,000	4%
From £50,000.01 to £200,000	3%
From £200,000.01 to £350,000	1%
From £350,000.01 to £500,000	0.5%
Exceeding £500,000	0.25%

#### 8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the Sale.

The following symbols, shown beside the Lot number, are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- \* VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α Buyers from within the UK: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). Buyers from outside the UK: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a Buyer, having registered under a non-UK address, decides that the item is not to be exported from the UK, then he should advise Bonhams immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

#### 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the Lot. If you are a successful Bidder, payment will be due to us by 4.30 pm on the second working day after the Sale so that all sums are cleared by the eighth working day after the Sale. Payments made by anyone other than the registered Buyer will not be accepted. Bonhams reserves the right to vary the terms of payment at any time.

**Bonhams' preferred payment method is by bank transfer.**

You may electronically transfer funds to our Account. If you do so, please quote your paddle number and invoice number as the reference. Our Account details are as follows:

Bank: National Westminster Bank Plc  
Address: PO Box 4RY  
250 Regent Street  
London W1A 4RY  
Account Name: Bonhams 1793 Limited  
Account Number: 25563009  
Sort Code: 56-00-27  
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Payment may also be made by one of the following methods:

Debit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

**Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.**

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any Lot at our discretion while we complete our investigations, and to cancel the Sale of any Lot if you are in breach of your warranties as Buyer, if we consider that such Sale would be unlawful or otherwise cause liabilities for the Seller or Bonhams, or would be detrimental to Bonhams' reputation.

#### 10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). For collection and removal of purchased Lots, please refer to Sale Information at the front of the Catalogue. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Catalogue.

#### 11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

#### 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

#### 13. CITES REGULATIONS

Please be aware that all Lots marked with the symbol Y are subject to CITES regulations when exporting these items outside the UK. These regulations may be found at:

<https://www.gov.uk/guidance/apply-for-cites-permits-and-certificates-to-trade-endangered-species/how-to-apply> or may be requested from: Enquiries: [wildlife.licensing@apha.gov.uk](mailto:wildlife.licensing@apha.gov.uk)

Applications: [CITESapplication@apha.gov.uk](mailto:CITESapplication@apha.gov.uk)

Address: UK CITES Management Authority

Centre for International Trade

Horizon House, Deanery Road, Bristol BS1 5AH

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

#### 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

#### 15. BOOKS

As stated above, all Lots are sold on an "as is" basis, subject to all faults, imperfections and errors of Description save as set out below. However, you will be entitled to reject a Book in the circumstances set out in paragraph 11 of the Buyer's Agreement. Please note that Lots comprising printed Books, unframed maps and bound manuscripts are not liable to VAT on the Buyer's Premium.



## 16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary.

## 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

### Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

### Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

### Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the - of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

### Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

### Licensing Requirements

#### Firearms Act 1968 as amended

*Bonhams* is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

*Lots* marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

*Lots* marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

*Lots* marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

*Lots* marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

### Taxidermy and Related Items

On behalf of the *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

## 18. FURNITURE

### Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

## 19. JEWELLERY

### Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates*

assume that gemstones may have been subjected to such treatments.

A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

### Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

### Signatures

#### 1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

#### 2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

#### 3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

## 20. PHOTOGRAPHS

### Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

## 21. PICTURES

### Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

## 22. PORCELAIN AND GLASS

### Damage and Restoration

For your guidance, in our *Catalogues* we attempt to detail, as far as practicable, all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

## 23. VEHICLES

### The Veteran Car Club of Great Britain

#### Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

## 24. WINE

*Lots* which are lying under Bond and those liable to VAT may not be available for immediate collection.

### Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

### Corks and Ullages

Ullage refers to the space between the base of the cork and the wine.

Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm  
15 to 30 years old – top shoulder (ts) or up to 5cm  
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

### Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

### Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

*Buyers* must notify *Bonhams* at the time of the *sale* whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

*Buyers* outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

### Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled  
DB – Domaine bottled  
EstB – Estate bottled  
BB – Bordeaux bottled  
BE – Belgian bottled  
FB – French bottled  
GB – German bottled  
OB – Oporto bottled  
UK – United Kingdom bottled  
owc – original wooden case  
iwc – individual wooden case  
oc – original carton

## SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- |    |   |
|----|---|
| Y  | This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale. |
| TP | Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.   |
| W  | Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.   |

- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artist's Resale Right Regulations 2006, as amended. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- ⊕ This lot contains elephant ivory and is therefore subject to both CITES regulations and the UK Ivory Act 2018. It has been registered or has an exemption certificate allowing it to be offered for sale and sold under the provisions of the Ivory Act 2018. Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. *Bonhams* is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.

•, †, \*, G, Ω, α see clause 8, VAT, for details.

#### DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website [www.bonhams.com](http://www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from [info@bonhams.com](mailto:info@bonhams.com)

#### APPENDIX 1

#### BUYERS SALE CONTRACT WITH SELLER

**IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams' website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.**

**Under this contract the Seller's liability in respect of the quality of the Lot, it's fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy.**

#### 1 THE CONTRACT

- 1.1 These terms and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.
- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

#### 2 SELLER'S WARRANTIES AND UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;

- 2.1.6 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue* or on the *Bonhams* website, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue*.

#### 3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

#### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.
- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

#### 5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*, or upon collection of the *Lot* if earlier. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* beyond 7 days from the day of the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until: (i) the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to and received in cleared funds by *Bonhams*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

#### 6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay in full any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

#### 7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when: (i) *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not, until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyers' Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.
- 7.4 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove

the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

#### 8 FAILURE TO PAY FOR THE LOT

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale*, the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the *Lot*;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
- 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
- 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

#### 9 THE SELLER'S LIABILITY

- 9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source

of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.

9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

**10 MISCELLANEOUS**

10.1 You may not assign either the benefit or burden of the *Contract for Sale*.

10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.

10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.

10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.

10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of *Bonhams Holdings Limited* and to its officers, employees and agents.

10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.

10.8 In the *Contract for Sale* "including" means "including, without limitation".

10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.

10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.

10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.

10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams, Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

**11 GOVERNING LAW**

All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes place and the *Seller* and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

## APPENDIX 2

### BUYER'S AGREEMENT WITH BONHAMS

**IMPORTANT:** These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

#### 1 THE CONTRACT

1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.

1.2 The Definitions and Glossary contained in Appendix 3 to the

*Catalogue* for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.

1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.

1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:

1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;

1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller* and following completion of our enquiries pursuant to paragraph 3.11;

1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.

1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

#### 3 PAYMENT AND BUYER WARRANTIES

3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:

3.1.1 the *Purchase Price* for the *Lot*;

3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and

3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.

3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.

3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.

3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.

3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.

3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.

3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.

3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:

3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or

3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan, Russia, and Syria); and further

3.8.3 that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or

enforced by the U.S., the United Nations Security Council, the European Union or His Majesty's Treasury or any other relevant Sanctions authority.

3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.

3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:

3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;

3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;

3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;

3.10.4 items purchased by you and your Principal through *Bonhams* are not being transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S., the United Nations Security Council, the European Union or His Majesty's Treasury or any other relevant Sanctions authority, or purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and

3.10.5 that you consent to *Bonhams* relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.

3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

**4 COLLECTION OF THE LOT**

4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us; in cleared funds, everything due to the *Seller* and to us, and once we have completed our investigations under paragraph 3.11, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.

4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.

4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.

4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.

4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.

4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.

4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.

4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

**5 STORING THE LOT**

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the *Sale* Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 3, 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment

of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

## 6 RESPONSIBILITY FOR THE LOT

6.1 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.

6.2 Please note however, that under the *Contract for Sale*, the **risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the *Lot* if earlier, and you are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.**

## 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

## 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without

prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

## 9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the *Sale of Goods Act 1979* and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

## 10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the *Misrepresentation Act 1967* or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act,

omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the *Occupiers Liability Act 1957*, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

## 11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*; but not if:

the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or

it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

## 12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity



- will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

### 13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

### DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* [www.bonhams.com](http://www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from [info@bonhams.com](mailto:info@bonhams.com).

## APPENDIX 3

### DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

#### LIST OF DEFINITIONS

**"Account"** the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

**"Additional Premium"** a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams'* Expenses relating to the payment of royalties under the Artist's Resale Right Regulations 2006, as amended, which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 pounds.

**"Auctioneer"** the representative of *Bonhams* conducting the *Sale*.

**"Bidder"** Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

**"Bidding Form"** our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

**"Bonhams"** Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

**"Book"** a printed *Book* offered for *Sale* at a specialist *Book Sale*.

**"Business"** includes any trade, *Business* and profession.

**"Buyer"** the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

**"Buyer's Agreement"** the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

**"Buyer's Premium"** the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

**"Catalogue"** the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

**"Commission"** the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

**"Condition Report"** a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

**"Conditions of Sale"** the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

**"Consignment Fee"** a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

**"Consumer"** a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

**"Contract Form"** the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

**"Contract for Sale"** the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

**"Contractual Description"** the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds.

**"Description"** any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

**"Entry"** a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

**"Estimate"** a statement of our opinion of the range within which the hammer is likely to fall.

**"Expenses"** charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus VAT if applicable.

**"Forgery"** an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

**"Guarantee"** the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

**"Hammer Price"** the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

**"Loss and Damage Warranty"** means the warranty described in paragraph 8.2 of the Conditions of Business.

**"Loss and Damage Warranty Fee"** means the fee described in paragraph 8.2.3 of the Conditions of Business.

**"Lot"** any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

**"Motoring Catalogue Fee"** a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

**"New Bond Street"** means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

**"Notional Charges"** the amount of *Commission* and VAT which would have been payable if the *Lot* had been sold at the *Notional Price*.

**"Notional Fee"** the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

**"Notional Price"** the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

**"Notice to Bidders"** the notice printed at the back or front of our *Catalogues*.

**"Purchase Price"** the aggregate of the *Hammer Price* and VAT on the *Hammer Price* (where applicable), the *Buyer's Premium* and VAT on the *Buyer's Premium* and any *Expenses*.

**"Reserve"** the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

**"Sale"** the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

**"Sale Proceeds"** the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any VAT chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and however arising.

**"Seller"** the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

**"Specialist Examination"** a visual examination of a *Lot* by a specialist on the *Lot*.

**"Stamp"** means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

**"Standard Examination"** a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

**"Storage Contract"** means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

**"Storage Contractor"** means the company identified as such in the *Catalogue*.

**"Terrorism"** means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

**"VAT"** value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

**"Website"** *Bonhams Website* at [www.bonhams.com](http://www.bonhams.com)

**"Withdrawal Notice"** the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

**"Without Reserve"** where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

### GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

**"artist's resale right"**: the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artist's Resale Right Regulations 2006, as amended.

**"bailee"**: a person to whom goods are entrusted.

**"indemnity"**: an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

**"interpleader proceedings"**: proceedings in the Courts to determine ownership or rights over a *Lot*.

**"knocked down"**: when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

**"lien"**: a right for the person who has possession of the *Lot* to retain possession of it.

**"risk"**: the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

**"title"**: the legal and equitable right to the ownership of a *Lot*.

**"tort"**: a legal wrong done to someone to whom the wrong doer has a duty of care.

**"warranty"**: a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

### SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
  - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
  - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
  - (a) the seller;
  - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
  - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

# Registration and Bidding Form

(Attendee / Absentee / Telephone Bidding)  
Please circle your bidding method above.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Paddle number (for office use only)

# Bonhams

The Sale, including all bidding and buying, is governed by Bonhams' Conditions of Sale. You should read the Conditions and any Sales Information prior to bidding and ensure you understand the charges payable on any purchase you make. The Conditions also set out certain undertakings by bidders and buyers and limits Bonhams' liability to you. Please note an invoice for a purchased lot will be made out in the name as shown on this form and payment will only be accepted from an account in that name (or the name of the company if the bid is on behalf of that company).

### Data protection

Where we obtain any personal information about you when you register or bid with us, we shall only use it in accordance with the terms of our Privacy Policy. A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from info@bonhams.com.

We may from time to time provide you with information about goods and services that we believe may interest you, based on your previous interactions with us. You can opt out of receiving these communications at any time. If you do not want to receive such communications, please tick this box ☐

### Notice to Bidders.

At least 24 hours prior to the Sale, you must provide government issued photo ID, e.g., a passport or driving licence and - if not included on the ID document - proof of address, e.g., a current utility bill, or bank/credit card statement. Corporate clients must also provide their company registration documents, documentary proof of beneficial owners owning 25% or more of the company and confirmation of the named individual's authority to act. Failure to provide these documents may result in your bids not being processed. Clients who are not able to provide documents prior to Sale may opt to bid online using our credit card verification option. Please note we reserve the right to request a bank reference or deposit.

### If successful

I will collect the purchases myself ☐

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

Sale title:	The Marine Sale	Sale date:	30 April 2025
Sale no.	30891	Sale venue:	Knightsbridge, London

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

### General Bid Increments:

£10 - 200 .....by 10s	£10,000 - 20,000 .....by 1,000s
£200 - 500 .....by 20 / 50 / 80s	£20,000 - 50,000 .....by 2,000 / 5,000 / 8,000s
£500 - 1,000 .....by 50s	£50,000 - 100,000 .....by 5,000s
£1,000 - 2,000 .....by 100s	£100,000 - 200,000 .....by 10,000s
£2,000 - 5,000 .....by 200 / 500 / 800s	above £200,000 .....at the auctioneer's discretion
£5,000 - 10,000 .....by 500s	

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (if applicable)	
Company Registration number (if applicable)	
Address	
	City
Post / Zip code	County / State
Telephone (mobile)	Country
Telephone (landline)	
E-mail (in capitals)	
Please answer all questions below	
1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company's beneficial owners	
2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3.	
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement	
Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>	If registered for VAT in the EU please enter your registration here: <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>

Please note that all telephone calls may be recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid ★

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

BY SIGNING THIS FORM, YOU CONFIRM THAT YOU HAVE REVIEWED THE CATALOGUING FOR THE ABOVE LOTS, YOU AGREE TO THE CONDITIONS OF SALE INCLUDING THE WARRANTIES LISTED THEREIN, AND AGREE TO PAY THE APPLICABLE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES DUE. THIS AFFECTS YOUR LEGAL RIGHTS.	
Bidder/Agent's (please delete one) signature:	Date:

★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

Please email or post the completed Auction Registration form and requested information to:  
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